

1 NANCY SCHROEDER (SBN 280207)  
2 (nancy.schroeder@wilmerhale.com)  
3 WILMER CUTLER PICKERING  
4 HALE AND DORR LLP  
5 350 S. Grand Ave., Suite 2100  
6 Los Angeles, CA 90071  
7 Telephone: +213 443 5300  
8 Facsimile: +213 443 5400

9 LOUIS W. TOMPROS (*pro hac vice*)  
10 (louis.tompros@wilmerhale.com)  
11 STEPHANIE LIN (*pro hac vice*)  
12 (stephanie.lin@wilmerhale.com)  
13 WILMER CUTLER PICKERING  
14 HALE AND DORR LLP  
15 60 State Street  
16 Boston, MA 02109  
17 Telephone: +1 617 526 6000  
18 Facsimile: +1 617 526 5000

19 *Attorneys for Plaintiff Matt Furie*

20 **IN THE UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 MATT FURIE,

23 Plaintiff,

24 vs.

25 INFOWARS, LLC; FREE SPEECH  
26 SYSTEMS, LLC,

27 Defendants.

2:18-cv-01830-MWF-JPR

**DECLARATION OF STEPHANIE  
LIN IN SUPPORT OF  
DEFENDANTS' APPLICATION  
TO FILE UNDER SEAL (DKT. 98)**

Date: May 6, 2019

Time: 10:00 a.m.

Hon. Michael W. Fitzgerald

Case Filed: March 5, 2018

Trial Date: July 16, 2019

DECLARATION OF STEPHANIE LIN  
Case No. 2:18-cv-01830-MWF-JPR

1 I, Stephanie Lin, declare under penalty of perjury that:

2 1. I am a senior associate at the law firm of Wilmer Cutler Pickering  
3 Hale and Dorr LLP. I am counsel for Plaintiff Matt Furie.

4 2. I am a member in good standing of the bar of the Commonwealth of  
5 Massachusetts. I have never been suspended, disbarred, sanctioned, or cited for  
6 contempt by any court or administrative body.

7 3. I respectfully submit this declaration in support of Defendant  
8 Infowars, LLC and Free Speech Systems, LLC's (collectively, "Infowars")  
9 Application to File Unredacted Versions of Defendants Motions for Summary  
10 Judgment and Supporting Documents Under Seal in the above-referenced matter.  
11 This declaration is based upon my personal knowledge.

12 4. On September 5, 2018, the Court issued a protective order in the  
13 above-referenced matter recognizing that this litigation would likely include "the  
14 exchange of confidential and proprietary information, including  
15 . . . communications containing internal business information (including contracts  
16 and financial information) that would be damaging if it were made available to  
17 competitors or prospective business matters." Dkt. 62 at 2-3.

18 5. On April 5, 2019 Alex Shepard, counsel for Infowars, provided notice  
19 of Infowars's intent to file certain of Mr. Furie's confidential information under  
20 seal, per L.R. 79-5. I identified for Mr. Shepard only the most sensitive  
21 information for redaction in order to minimize the amount of information that  
22 would be filed under seal. The highlighted items in the attachments to the  
23 Declaration of Alex J. Shepard (Dkt. 99) accurately reflect the information for  
24 redaction.



1 confidential basis under the protective order, and testimony from Mr. Furie  
2 that have been designated confidential under the protective order.

3 c. Testimony concerning the amount Mr. Furie made from various  
4 licensing contracts on pages 27-29, 40, 45, and 52-54 of Infowars's Exhibit  
5 9, excerpts of Matt Furie's Deposition Transcript. These portions of Mr.  
6 Furie's Deposition Transcript have been designated confidential under the  
7 protective order.

8 d. The payment terms on page FURIE\_INFO\_00000347 of  
9 Infowars Exhibit 22, a licensing agreement between Mr. Furie and Bored  
10 Teenager. This document was produced on a confidential basis under the  
11 protective order.

12 e. The payment terms on page FURIE\_INFO\_00000353 of  
13 Infowars Exhibit 23, a licensing agreement between Mr. Furie and Furry  
14 Puppet. This document was produced on a confidential basis under the  
15 protective order.

16 f. The payment terms on page FURIE\_INFO\_00000349 of  
17 Infowars Exhibit 24, a licensing agreement between Mr. Furie and WattzUp  
18 Power. This document was produced on a confidential basis under the  
19 protective order.

20 g. The payment terms on page FURIE\_INFO\_00001001 of  
21 Infowars Exhibit 25, a licensing agreement between Mr. Furie and Romance  
22 Apocalypse. This document was produced on a confidential basis under the  
23 protective order.

24 h. The payment terms on page FURIE\_INFO\_00000738 of  
25 Infowars Exhibit 28, a licensing agreement between Mr. Furie and FJerry.

1 This document was produced on a confidential basis under the protective  
2 order.

3 i. The payment terms on page FURIE\_INFO\_00000345 of  
4 Infowars Exhibit 31, a licensing agreement between Mr. Furie and Xi'An  
5 Momo IT. This document was produced on a confidential basis under the  
6 protective order.

7 j. The payment terms on page FURIE\_INFO\_00000339 of  
8 Infowars Exhibit 32, a licensing agreement between Mr. Furie and What Do  
9 You Meme,. This document was produced on a confidential basis under the  
10 protective order.

11 k. The payment terms on page FURIE\_INFO\_00001022 of  
12 Infowars Exhibit 33, a licensing agreement between Mr. Furie and Furry  
13 Puppet. This document was produced on a confidential basis under the  
14 protective order.

15  
16 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the  
17 foregoing is true and correct.

18 Executed on April 18, 2019 at Boston, Massachusetts.

19  
20 

21 Stephanie Lin  
22  
23  
24  
25